

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION**

**MCF AF, LLC AND  
MCS CAPITAL, LLC**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 3:16-CV-00722 DPJ-FKB**

**EDUARDO A. FLECHAS,  
FLECHAS & ASSOCIATES, P.A., AND  
THE FLECHAS LAW FIRM, PLLC**

**DEFENDANTS**

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**AMENDED REPLY TO MCF AF, LLC'S RESPONSE TO MOTION TO SET ASIDE  
AGREED JUDGMENT OR, IN THE ALTERNATIVE, TO STRIKE RESPONSE  
TO ORDER TO SHOW CAUSE**

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**COME NOW** the Defendants, Eduardo Flechas, Flechas & Associates, P.A., and the Flechas Law Firm, PLLC, by and through counsel, and file this their Amended Reply to MCF AF, LLC's Response to Motion to Set Aside Agreed Judgment or, In the Alternative, to Strike Response to Order to Show Cause, and in support of the same would show unto the Court the following:

1. The Defendants, by and through counsel, James D. Bell, and MCF AF, LLC ("MCF"), by and through its counsel, Stephanie Rippee, entered into an agreement whereby MCF, among other things, would not oppose or otherwise take a position with regard to any effort by the Defendants to have the subject contempt action dismissed or to have incarceration discontinued or lifted as to Eduardo Flechas. (See attached Exhibits "A" – correspondence from James Bell to Eduardo Flechas, and "B" – Affidavit of James D. Bell). MCF's assertion in its response to the subject motion that the agreement in question only applied to "that motion" is nothing more than disingenuous

wordplay. This specific provision of the settlement agreement was knowingly and intelligently negotiated by counsel and was a material component of the settlement agreement. In reliance on MCF's agreement and assurances, the Defendants entered into and forwarded an Agreed Judgment to the Court for review and entry.

2. In the underlying contract action, MCF requested relief from this Court for a purported breach of contract by the Defendants. Likewise, the present motion seeks relief for a breach of contract by MCF; settlement agreements are contracts and are subject to enforcement according to their terms. *See Parmley v. 84 Lumber Co.*, 911 So. 2d 569 (Miss. Ct. App. 2005).

3. Contrary to MCF's unfounded and gratuitous assertion(s), the Defendants' motion was not filed, and relief requested, for any reason other than to have MCF held accountable for its failure to adhere to its obligation to refrain from any involvement or opposition to any efforts to dismiss the subject contempt action or to seek relief from the Court's order for incarceration.

WHEREFORE, PREMISES CONSIDERED, the Defendants respectfully request that this Court enter an Order setting aside the Agreed Judgment between the Defendants and MCF, with the same being held for naught. In the alternative, should this Court determine that the subject Agreed Judgment should not be set aside, the Defendants request that MCF's Response to Order to Show Cause be stricken from the record in this matter, and otherwise not considered in the Court's determination as to the appropriateness of dismissal of the underlying contempt action. The Defendants request any and all further equitable or general relief for which they may be entitled.

This, the 12<sup>th</sup> day of October, 2018.

Respectfully submitted,

Eduardo Flechas, Flechas & Associates, P.A.,  
and the Flechas Law Firm, PLLC

BY: /s/ Eduardo A. Flechas  
Eduardo A. Flechas

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**CERTIFICATE OF SERVICE**

I, Eduardo A. Flechas, do hereby certify that on the below date I served the foregoing instrument to all counsel, via the Court's ECF system.

SO CERTIFIED, this, the 12<sup>th</sup> day of October, 2018.

/s/ Eduardo A. Flechas  
Eduardo A. Flechas